

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 8/30/2011
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1.0	PHA Information PHA Name: <u>Easley Housing Authority</u> PHA Code: <u>SC053</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>04/01/2012</u>												
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>100</u> Number of HCV units: <u>0</u>												
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only												
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)												
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program <table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	PH	HCV						
PH	HCV												
	PHA 1:												
	PHA 2:												
	PHA 3:												
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.												
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: The Housing Authority will continue to provide safe, decent and sanitary living condition for the residents at Westgate Apartments.												
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. This year we will finish the black metal fencing on the retaining walls and continue to move forward with the purchase and installment of the stackable washers and dryers. The washers and dryers were requested by the residents in last year annual meeting. After approval, revisions were made to add the items into the PHA annual plan. We will like to use some of our operating reserve to purchase the vacant four bay garage next door to renovate it to be used as a resource center. This will allow us to restore a 4 bedroom unit that we have off line and using as a resource center back to our housing stock as a rental unit.												
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: Due to three (3) leaky building which is 12 apartments, we have revised the 2011 Capital Fund Program (CFP) Budget that will put the purchase of the stackable washers and dryers on hold until 2012 Capital Fund Program (CFP) Grant is approved. We used our policy on "Substantial Deviation" and "Significant Amendment" which states; "When the Easley Housing Authority finds it necessary to deviate from the original Annual or Five-5 Years Action Plan due to reasons beyond the PHA's control, the agency will continue to move forward on items in the plan or falls under the following categories without Resident Advisory Board (RAB) approval or a public hearing". Category (5) Emergency or Non-emergency work items. After approval of the 2012 Capital Fund Program (CFP) Grant we will continue to move forward with by purchasing and installing the stackable washers and dryers. (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. Easley Housing Authority 103 Wallace Drive Easley, SC 29640 Monday through Friday 8:30 am to 5:00 pm												

7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i> N/A
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. Attachment
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. Attachment
8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. N/A
9.0	Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Availability is always the housing needs. The two elderly sites that were developed in the area in the last couple of years are now full and family units are just not available. The city has started a renovation project with Community Block Grant Funds and selling the home at a reasonable price. Unfortunately, about 50% of our residents and the majority of our applicants are unemployed with no income. Financially they are not able to purchase a home and bad credit is also a problem.
9.1	Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. With only 100 units of public housing we will continue to fill our vacancies from our waiting list and do referrals to other agencies in the county when necessary to ensure that applicants are given an opportunity for assistance if they are eligible. The Section 8 Program in this county is handled by another housing authority.
10.0	Additional Information. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. Due to revising the 2011 Capital Fund Program (CFP) Grant Budget to pay for repairing three (3) building with leaky roofs, no purchase was made on the washers and dryers. Roof repairs are capital items and have to be paid for with Capital Funds. This was a setback until we could add the funds back in the 2012 CFP. We will get a better price buying in bulk. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" Attachment. This policy helped in not going back to meet with the residents to make the change.
11.0	Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office. Attachment (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)

“Substantial Deviation” and “Significant Amendment”

When the Easley Housing Authority find it necessary to deviate from the original Annual or Five-5 Year Action Plan due to reasons beyond the PHA’s control, the agency will continue to move forward on work items that’s in the plan or falls under the following categories without Resident Advisory Board (RAB) approval or a public hearing:

Categories

- (1) Estimates of job are more than budgeted
- (2) Cost of material and supplies are more than budgeted
- (3) Increase/decrease in funding for fiscal year
- (4) Change in management
- (5) Emergency or Non-emergency work items

Method:

- We will use the small purchase method in the approved Procurement Policy based on the estimate being less than \$100,000 and go out for bids on purchases above this threshold.
- For cost analysis we will use the three lowest estimates received for doing the job as a base for the cost of construction, repairs/replacements.
- For increase/decrease in funding we will revise the budget line items in accordingly, depending on the actual amount of funds.
- If changes in the new administration do not provide adequate time to carry out the mission the PHA will make adjustment to the plan to carry out the mission.
- If a situation arises which require immediate attention or where the PHA can make an amendment on items that needs to be move ahead of other and/or an omission that needs to be added to the plan.

Violence Against Women Act (VAWA)

Additional Requirements Under Section 603 Title VI, Violence Against Women and Department of Justice Reauthorization Act of 2005 Amending Section 5 (A) of the U.S. Housing Act of 1937.

A. The Easley Housing Authority will assist and provide support to families that are victims of domestic violence, dating violence and stalking in order to enhance their quality of life, increase staff and family awareness, exercise discretion, sensitivity and excellent customer services when providing agency services and/or referrals.

Easley Housing Authority will provide decent and affordable housing for victims of domestic violence, dating violence and stalking by making referrals to agency partners based on client needs and educating staff on the seriousness of the victim situations to assure the effectiveness of the support.

Services/Programs/Activities:

- Upon approval by the victims, The Housing Authority will keep a current list of victims and will conduct periodic visits to the resident for detection of non-reported incidents.
- Have agency partners to conduct onsite training for staff and clients to increase awareness of domestic violence, dating violence and stalking.
- Make referrals to agency partners based on clients needs.
- Advise victims to report any incidents and participate in counseling programs.

B. Public Housing Identical Amendments:

1. Admission, Occupancy, and Termination of Assistance Policies

- Being a victim of domestic violence, dating violence, or stalking, as defined in law (hereafter collectively referred to as “abuse”), is not a basis for denial of assistance or admission to public or assisted housing if the applicant otherwise qualifies for assistance or admission;
- Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy, or occupancy rights of a victim of abuse; and
- Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim of that abuse.

2. Right and responsibilities of the PHA

- The PHA may “bifurcate” a lease under this section, or remove a household member from a lease under this section, without regard to whether a household member is a signatory to the

lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victims of such violence who is also a tenant or lawful occupant, and such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the relevant program of HUD-assisted housing.

3. Certification of Abuse and Confidentiality.

The individual is required to certify that they are victims of abuse and that the incidences of abuse are bona fide. The certification must include the name of the perpetrator, and any other statutorily required information, and the victim must provide the certification within 14 business days after the individual receives a request for such certification from the PHA.

Without the certification, a PHA may terminate assistance. All information provided to the PHA will be confidential. The statute allows for the victim to self-certify and also allows for the certification requirement to be satisfied with the documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation. The statute also allows for the certification requirement to be satisfied by producing a federal, state, tribal, territorial, or local police or court record.

Definitions:

Domestic Violence:

Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws under the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence:

Violence committed by a person;

- (A) Who is or has been in a social relationship of a romantic or intimate nature
With the victim;

- (B) where the existence of such relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship;
- (ii) The type of relationship; and
- (iii) The frequency of interaction between the persons involved in the Relationship

Stalking:

- (A)(i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or
- (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to
 - (i) that person
 - (ii) another member of the immediate family of that person; or
 - (iii) the spouse or intimate partner of that person.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of Easley PO Box 1060 Easley SC, 29641		Grant Type and Number Capital Fund Program Grant No: SC16P05350111 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2011 FFY of Grant Approval:
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:12/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements	10,000	10,000	2,261.33	2,261.33
4	1410 Administration (may not exceed 10% of line 21)	13,256	13,256	3,315	3,315
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	36,182	36,182	26,739.78	26,739.78
10	1460 Dwelling Structures	19,533	18,228	18,228	18,228
11	1465.1 Dwelling Equipment—Nonexpendable	53,590	54,895		
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of Easley PO Box 1060 Easley SC, 29641		Grant Type and Number Capital Fund Program Grant No: SC16P05350111 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant:2011 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:12/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	132,561	132,561	50,544.11	50,544.11
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date 5/30/2012		Signature of Public Housing Director	
				Date	

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Housing Authority of Easley PO Box 1060 Easley SC, 29641			Grant Type and Number Capital Fund Program Grant No: SC16P05350111 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2011		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
SC053	Operation	1406						
	Management Improvement	1408						
	Commissioner/Staff Training			10,000	10,000	2,261.33	2,261.33	
	Administration							
	Administration Salaries	1410		13,256	13,256	3,515	3,315	
	Site Improvement	1450						
	Landscaping (tree-shrub)/Grass Cutting			24,182	24,182	14,739.78	14,739.78	
	Metal Fencing			12,000	12,000	12,000	12,000	completed
	Dwelling Structures	1460						
	Replace roof on building A, B, & J			19,533	18,228	18,228	18,228	completed
	Dwelling Equipment-Non-Expandable	1465						
	Stackable Washers & Dryers			53,590	54,895			
	Total			132,561	132,561	50,544.11	50,544.11	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226

Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of Easley PO Box 1060 Easley SC, 29641		Grant Type and Number Capital Fund Program Grant No: SC16P05350112 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2012 FFY of Grant Approval: 2012
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	23,399			
3	1408 Management Improvements	10,000			
4	1410 Administration (may not exceed 10% of line 21)	11,699			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	19,397			
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable	52,500			
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of Easley PO Box 1060 Easley SC, 29641		Grant Type and Number Capital Fund Program Grant No: SC16P05350112 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2012 FFY of Grant Approval: 2012
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	116,995			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date 05/30/2012		Signature of Public Housing Director	
				Date	

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² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Housing Authority of Easley PO Box 1060 Easley SC, 29641			Grant Type and Number Capital Fund Program Grant No: SC16P05350112 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2012		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
SC053	Operation	1406		23,399				
	Management Improvement	1408						
	Commissioner/Staff Training			10,000				
	Administration	1410						
	Administration Salaries			11,699				
	Site Improvement	1450						
	Lawn Care/Landscaping			19,397				
	Dwelling Equipment Non-Expandable	1465.1						
	Stackable Washers/Dryers			50,000				
	Stove/Refrigerators			2,500				
	Total			\$116,995				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

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Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary						
PHA Name/Number Easley Housing SC053			Locality (City/County & State) Easley, Pickens, SC		<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 1	
A.	Development Number and Name SC053 Westgate	Work Statement for Year 1 FFY _____	Work Statement for Year 2 FFY <u>2013</u>	Work Statement for Year 3 FFY <u>2014</u>	Work Statement for Year 4 FFY <u>2015</u>	Work Statement for Year 5 FFY <u>2016</u>
B.	Physical Improvements Subtotal	Annual Statement	<u>Operations</u>	<u>Operations</u>	<u>Operations</u>	<u>Operations</u>
C.	Management Improvements		<u>Management Improvement</u>	<u>Management Improvement</u>	<u>Management Improvement</u>	<u>Management Improvement</u>
D.	PHA-Wide Non-dwelling Structures and Equipment		Commissioners/Staff Training	Commissioners/Staff Training	Commissioners/Staff Training	Commissioners/Staff Training
E.	Administration		<u>Administration</u>	<u>Administration</u>	<u>Administration</u>	<u>Administration</u>
F.	Other		Administrative Salaries	Administrative Salaries	Administrative Salaries	Administrative Salaries
G.	Operations		<u>Dwelling Equipment Non-Expendable</u>	<u>Site Improvement</u>	<u>Site Improvement</u>	<u>Site Improvement</u>
H.	Demolition		Lawn Care/Landscaping Renovate garage	Landscaping/Lawn Care/Patio Slab with privacy fence	Landscaping/Lawn Care	Lawn Care/Landscaping
I.	Development					
J.	Capital Fund Financing – Debt Service		<u>Dwelling Equipment Non-Expendable</u>	<u>Dwelling Equipment Non-Expendable</u>	<u>Dwelling Equipment Non-Expendable</u>	<u>Dwelling Structure</u>
K.	Total CFP Funds		Stoves/Refrigerators	Stoves/Refrigerators	Stoves/Refrigerators	Upgrade Electrical
L.	Total Non-CFP Funds					
M.	Grand Total					

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/20011**

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year <u>2</u> FFY <u>2013</u>			Work Statement for Year: <u>3</u> FFY <u>2014</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	<u>Westgate SC053</u>			<u>Westgate SC053</u>		
Annual						
Statement	<u>Site Improvement</u>			<u>Site Improvement</u>		
	Lawn Care/Grounds		12,000	Lawn Care/Grounds		12,000
	Convert Garage to Resource Center		80,723	Patio Slab/privacy fence		82,000
	<u>Dwelling Equipment Non-Expandable</u>			<u>Dwelling Equipment Non-Expandable</u>		
	Stoves/Refrigerators		5,000	Stoves/Refrigerators		5,000
	Subtotal of Estimated Cost		\$ 97,723	Subtotal of Estimated Cost		\$99,000

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/20011**

Work Statement for Year 1 FFY	Work Statement for Year <u>4</u> FFY <u>2015</u>			Work Statement for Year: <u>5</u> FFY <u>2016</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	Westgate SC053			Westgate SC053		
Annual						
Statement	<u>Site Improvement</u>			<u>Site Improvement</u>		
	Lawn Care/Grounds		13,000	Lawn Care/Grounds		13,000
	<u>Dwelling Structure</u>			<u>Dwelling Structure</u>		
	Concrete Patio		87,500	Upgrade Electrical	35 units (2,500 each)	87,500
	Subtotal of Estimated Cost	\$	100,500	Subtotal of Estimated Cost	\$	100,500

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/20011**

Work Statement for Year 1 FFY _____	Work Statement for Year <u>2012</u> FFY <u>2</u>		Work Statement for Year: <u>2013</u> FFY <u>3</u>	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	<u>SC053 Westgate</u>		<u>SC053 Westgate</u>	
Annual				
Statement	<u>Operations</u>	30,000	<u>Operations</u>	30,000
	<u>Management Improvement</u>	15,000	<u>Management Improvement</u>	15,000
	Commissioners/Staff Training		Commissioners/Staff Training	
	<u>Administration</u>	16,000	<u>Administration</u>	16,000
	Salaries		Salaries	
	Subtotal of Estimated Cost	\$61,000	Subtotal of Estimated Cost	\$61,000

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/20011**

Work Statement for Year 1 FFY _____	Work Statement for Year <u>4</u> FFY <u>2014</u>		Work Statement for Year: <u>5</u> FFY <u>2015</u>	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	<u>SC053 Westgate</u>		<u>SC053 Westgate</u>	
Annual				
Statement	<u>Operations</u>	30,000	<u>Operations</u>	30,000
	<u>Management Improvement</u>		<u>Management Improvement</u>	
	Commissioners/Staff Training	15,000	Commissioners/Staff Training	15,000
	<u>Administration</u>		<u>Administration</u>	
	Administrative Salaries	16,000	Administrative Salaries	16,000
	Subtotal of Estimated Cost	\$61,000	Subtotal of Estimated Cost	\$61,000

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

Easley Housing Authority

Program/Activity Receiving Federal Grant Funding
Capital Fund Program (CFP)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

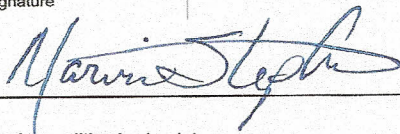
Name of Authorized Official

Marvin Stephens

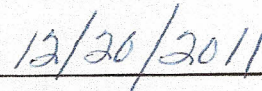
Title

Executive Director

Signature



Date (mm/dd/yyyy)



Previous edition is obsolete

form HUD 50071 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> na a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> na a. bid/offer/application b. initial award c. post-award		3. Report Type: <input type="checkbox"/> na a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known : Congressional District, if known : 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known :		
6. Federal Department/Agency: N/A			7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____		
8. Federal Action Number, if known :			9. Award Amount, if known : \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Marvin Stephens</u> Print Name: <u>Marvin Stephens</u> Title: <u>Executive Director</u> Telephone No.: <u>(864) 855-0629</u> Date: <u>12/30/2011</u>		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Easley Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program (CFP)

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

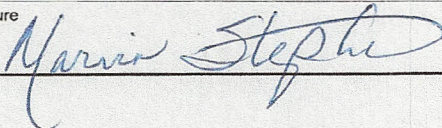
Name of Authorized Official

Title

Executive Director

Signature

Date

X 

12/20/2011

form HUD-50070 (3/98)

ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

PHA Certifications of Compliance with PHA Plans and Related R e g u l a t i o n s

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 08/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ___ Annual PHA Plan for the PHA fiscal year beginning April 1, 2012, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
 2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
 3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
 4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
 5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
 6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
 7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
 8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
 9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
-

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Easley Housing Authority
PHA Name

SC053
PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 - 20

Annual PHA Plan for Fiscal Years 20 - 2012

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official
Sharon Hawthorne

Title Chairperson

Signature

Sharon Hawthorne

Date 12/20/2011

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Larry Bagwell the Mayor certify that the Five Year and
Annual PHA Plan of the Easley Housing Authority is consistent with the Consolidated Plan of
City of Easley, SC prepared pursuant to 24 CFR Part 91.

Larry Bagwell 12/30/11
Signed / Dated by Appropriate State or Local Official

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 08/30/2011

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Easley Housing Authority
PHA Name

SC-053
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official
Sharon Hawthorne

Title Chair Person

Signature

Sharon Hawthorne

Date

12/22/2011

form HUD-50077-CR (1/2009)

OMB Approval No. 2577-0226

Easley Housing Authority



103 Wallace Drive
P.O. Box 1060
Easley, S.C. 29641
Ph: 864-855-0629
Fax: 864-855-0864

COMMISSIONERS:

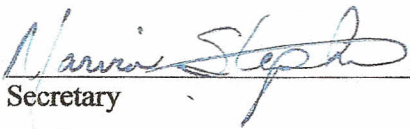
SHARON HAWTHORNE
DAVID L. McFADDEN
DR. DANIEL LEE
JAN CROWE
DR. JAMES WILLIAMS

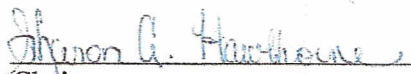
Executive Director
MARVIN STEPHENS

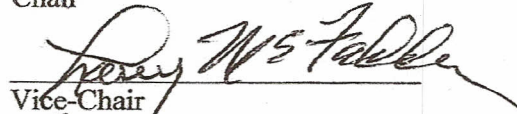
RESOLUTION #14-11

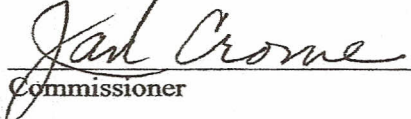
BE IT RESOLVED by the Board of Commissioners of the Easley Housing Authority to accept the Annual Plan Submission for Capital Fund Program (CFP) for FYE 2012.

BE IT FURTHER RESOLVED that the Board of Commissioners accepts and adopt the Annual Plan as policy on this 20th day of December, 2011.


Secretary


Chair


Vice-Chair


Commissioner

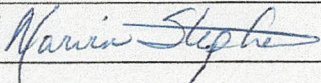
Commissioner

Commissioner

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of Easley PO Box 1060 Easley SC, 29641		Grant Type and Number Capital Fund Program Grant No: SC16P05350110 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2010 FFY of Grant Approval:
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	156,182		149,533.04	149,533.04
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date 02/15/2012		Signature of Public Housing Director _____	
				Date _____	

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

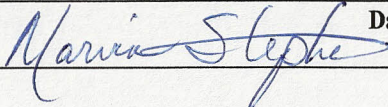
PHA Name: Housing Authority of Easley PO Box 1060 Easley SC, 29641	Grant Type and Number Capital Fund Program Grant No: SC16P05350112 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2012 FFY of Grant Approval: 2012
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Type of Grant

☒ **Original Annual Statement**
☐ **Reserve for Disasters/Emergencies**
☐ **Revised Annual Statement (revision no:)**

☐ **Performance and Evaluation Report for Period Ending:**
☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	116,995			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director 	Date 05/30/2012	Signature of Public Housing Director	Date
--	------------------------	---	-------------

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of Easley PO Box 1060 Easley SC, 29641	Grant Type and Number Capital Fund Program Grant No: SC16P05350111 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2011 FFY of Grant Approval:
---	---	---

Type of Grant

☐ Original Annual Statement
 ☐ Reserve for Disasters/Emergencies
 ☒ Revised Annual Statement (revision no: 1)
 ☐ Final Performance and Evaluation Report

☒ Performance and Evaluation Report for Period Ending:12/31/2011

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	132,561	132,561	50,544.11	50,544.11
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director <i>Marvin Stephen</i>	Date 5/30/2012	Signature of Public Housing Director	Date
--	-----------------------	---	-------------

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

In Account With
The Easley Progress

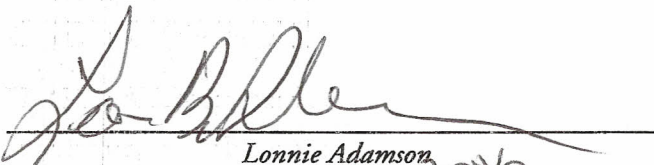
• PO Box 709 • Easley, SC 29641 • (864) 855-0355

**STATE OF SOUTH CAROLINA
COUNTY OF PICKENS.**

PERSONALLY appeared **Lonnie Adamson**, who, being duly sworn, says that he is **General Manager of *The Easley Progress***, a newspaper being published twice each week at Easley, both in Pickens County, South Carolina; and that the clipping hereto attached is a true copy of printed matter appearing in the issues of *The Easley Progress* of:

April 13, 2012

and that the matter shown on said copy was duly published in the issues of *The Easley Progress* above mentioned in their general circulation.

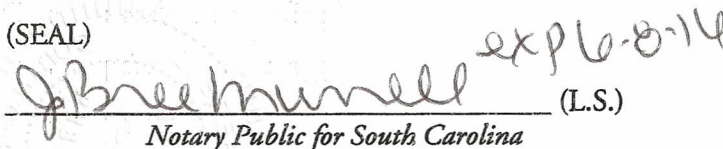


Lonnie Adamson

SWORN to before me this 27th day of

April, A.D. 20 12

(SEAL)



Notary Public for South Carolina

NOTICE

A Public Hearing has been scheduled for Monday, May 7, 2012 at 5:30 pm in the community room located at 103 Wallace Drive for residents and the public to review and comment on Easley Housing Authority 2012 Annual Plan. A copy of the Plan may be requested or picked up at the same location Monday through Thursday from 9 am and 5 pm and Friday 9 am to 12 noon.

Monday, May 7, 2012 Public Hearing 5:30 pm

Sign in Sheet for Residents and Public

Name	Apartment/Street	Phone
1.		
2.		
3.		
4.		
5.	No Response	
6.	No Participation	
7.	No attendance	
8.		
9.	05/07/2012	
10.		
11.	6:05 pm	
12.	Marvin Stephens	
13.	Executive Director	
14.		
15.		
16.	No Comments as of:	
17.	05/30/2012	
18.		
19.	Marvin Steph	
20.	Executive Director	

In Account With

The Easley Progress

205 Russell Street, Easley, SC 29640

Powdersville Post

205 Russell Street, Easley, SC 29671

• PO Box 709 • Easley, SC 29641 • (864) 855-0355

STATE OF SOUTH CAROLINA COUNTY OF PICKENS.

PERSONALLY appeared Lonnie Adamson who, being duly sworn, says that he is General Manager of *The Powdersville Post*, a newspaper being published once each week at Easley and of *The Easley Progress*, a newspaper being published twice each week at Easley. The former's circulation is in Anderson County, South Carolina and the latter is in Pickens County; and that the clipping hereto attached is a true copy of printed matter appearing in the issues of *The Powdersville Post* and *The Easley Progress* of:

February 3, 2012

and that the matter shown on said copy was duly published in the issues of *The Powdersville Post* and *The Easley Progress* above mentioned in their general circulation.



Lonnie Adamson

SWORN to before me this 6th day of

February, A.D. 2012

(SEAL)

James Munnell (L.S.)
Notary Public for South Carolina

PUBLIC HEARING

Easley Housing Authority will have a public hearing and resident meeting on its Annual Plan on Thursday, February 9, 2012 at 5:00pm in the Community Room at the Central Office on 103 Wallace Dr., Easley. A copy of the Plan can be requested between 8:30 and 5:00 Monday through Thursday at the same location for your review.

Easley Housing Authority



103 Wallace Drive
P.O. Box 1060
Easley, S.C. 29641
Ph: 864-855-0629
Fax: 864-855-0864

COMMISSIONERS:

SHARON HAWTHORNE
DAVID L. McFADDEN
DR. DANIEL LEE
JAN CROWE
DR. JAMES WILLIAMS

Executive Director
MARVIN STEPHENS

February 3, 2012

To all Residents
Westgate Apartments

Dear Residents:

Public Hearing for 2012 Annual Plan

A Public Hearing has been scheduled for residents and the public to review and comment on our 2012 Annual Plan. A copy of the Plan may be requested at the Central Office located at 103 Wallace Drive, Easley, SC between the hours of 8:30 am and 5:00 pm Monday through Friday.

Hearing Date: Thursday, February 9, 2012

Time: 5:00 pm

Place: Community Room at the Central Office

If you cannot attend this Hearing, please feel free to contact me personally with your comments or concerns.

Sincerely,

A handwritten signature in blue ink. The signature is cursive and appears to read 'Marvin Stephens'. The first name 'Marvin' is written in a larger, more prominent script, and 'Stephens' follows in a similar but slightly smaller script.

Marvin Stephens
Executive Director

Thursday, February 9, 2012 Public Hearing

Sign in Sheet for Residents and Public

	Name	Apartment/Street	Phone
1.			
2.			
3.			
4.		No Attendance	
5.		No Comments	
6.			
7.		No Phone Calls	
8.			
9.			
10.		Marvin Stephens	
11.		Executive Director	
12.		2/9/12	
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Admissions and Continued Occupancy Policy

**Easley Housing Authority
Easley, South Carolina**

Revised: June 21, 2010

D.

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I. BACKGROUND AND ADMINISTRATION OF PROGRAMS

The Easley Housing Authority (HA) was created to assist low-income families in obtaining decent, safe and sanitary housing at an affordable cost. Since that time Housing Authority has functioned continuously managing conventional Public Housing.

The Public Housing Program is administered according to applicable Federal Regulations, applicable HUD Handbooks, any pertinent state and local laws, and specific policies of the Housing Authority

~~applicable HUD Handbooks~~

II. PLAN PURPOSE

The purpose of this Plan is to meet HUD requirements, establish local policies for program interpretation and the HA's discretionary areas, aid the staff in program procedures to ensure consistency, and provide program information (in an understandable format) to applicants and/or participants. It is not the intent of this plan to replace and/or cite all Federal Regulations verbatim, but to summarize and support the regulations and program Handbooks.

III. OUTREACH TO FAMILIES

Special outreach efforts may be necessary when the number of families on the waiting list is insufficient to maintain the leasing schedule or to attract groups that are not adequately represented in the assisted families such as the elderly or male heads of household.

The following sources shall be used by the HA for outreach to both families and owners of rental property:

Announcements, news articles, paid advertisements that serve the HA's jurisdictional area;

Public Service announcements on local television and radio stations;

Contact and coordination with local human service agencies that serve the HA's jurisdictional area;

IV.

The following laws authorize the collection of family income and other necessary information to determine an applicant's eligibility, unit size, and income for purposes of calculating the family's rent: U.S. Housing Act of 1937, Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968. The Housing and Community Development Act of 1987 requires applicants and program participants to submit the social security numbers of all household members at least six (6) years of age.

The HA may conduct a computer match to verify the information provided. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal or regulatory investigators and prosecutors. The information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. All requested information must be provided, including evidenced verification of all social security numbers for each family member (age six (6) and older).

Failure to provide any of the requested information may result in a delay or rejection of applicant's eligibility approval.

V. DEFINITIONS

Adjusted Income. Annual gross income less any adjustments permitted by Federal Regulations.

Annual Contributions Contract ACC. A contract (in the form prescribed by HUD) for loans and contributions, which may be in the form of grants, whereby HUD agrees to provide financial assistance and the PHA agrees to comply with HUD requirements for the development and operation of a public housing project.

program, Applicant ~~family~~ that has
Annual Income. Defined in 24CFR 913. See Attachment 1.
Applicant or application family. A family that has applied for
admission to a program, but is not yet a participant.

Child care expenses. Allowable deduction from annual gross income.
See Attachment 1.

Citizen. A citizen (by birth or naturalization) or national of the United States.

Cooperate Agreement. An agreement between a PHA and the applicable local governing body or bodies which assures exemption from real and personal property taxes, provides for local support and services for the development and operation of a public housing project, and provides for PHA payments in lieu of taxes.

Decent, safe and sanitary. Housing is decent, safe and sanitary if the requirements of 24 CFR 882.109 are met.

Deductions. Federally mandated allowable deductions from annual gross income. See Attachment 1.

Dependent. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or handicapped person, or is a full-time student.

Disabled person. A person who is any of the following:

(1) A person who has a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423).

(2) A person who has a physical, mental or emotional impairment that:

(i) Is expected to be of long-continued and indefinite duration;

(ii) Substantially impedes his or her ability to live

(iii) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

(3) A person who has developmental disability as defined in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)).

Displaced Person. A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized under federal disaster relief laws.

Displacement by inaccessibility of unit. An applicant is involuntarily displaced by inaccessibility of a unit if:

(1) A member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit;

(2) The owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

Displacement as a result of HUD disposition of units. Involuntary displacement includes HUD disposition of multifamily rental housing project under Section 203 of the Housing and Community Development Amendments of 1978.

Drug-related criminal activity The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Effective date. The effective date of an examination or reexamination refers to (a) in case of an examination for admission, the effective date of initial occupancy, and (b) in the case of reexamination of an existing resident, the effective date of the redetermined total tenant payment.

Elderly family. A family whose head or spouse (or sole member) is an elderly, disabled, or handicapped person. It may include two or more elderly, disabled or handicapped persons living together, or on~ or more of these persons living with one or more live-in aides.

Elderly person. A person who is at least 62 years of age.

Family. Defined in 24 CFR 912. Family includes but is not limited to (a) an elderly family or single person as defined herein, (b) the remaining member of a tenant family, and (c) a displaced person.

Family Self-Sufficiency (FSS) Program. A program established by a HA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the U.S. Housing Act of 1937.

Family unit Size. The appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA occupancy standards.

Full-time student. A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An education institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross rent. The total monthly cost of housing an eligible family, which is the sum of the contract rent and any utility allowance. See 24 CFR 913.

Handicapped Assistance expenses See Attachment 1.

Handicapped person. See definition for Disabled person.

Head of Household. The head of household is the person who assumes legal and moral responsibility for the household.

Housing Assistance Plan. A local housing assistance plan approved by the field office meeting the requirements of the community development block grant regulation (24 CFR 570) whether or not the unit of general local government submitting the plan is a participant in the block grant program.

Housing Quality Standards "HQS". Program requirements for housing standards established by HUD and any variations established by the HA and approved by HUD.

INS. The U.S. Immigration and Naturalization Service.

Income Deductions. See Deductions (Attachment 1).

Income limits . HUD established very low-income and low-income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Live-in aide. A person who resides with an elderly person or disabled person and who:

(1) Is determined to be essential to the care and well-being of the person.

(2) Is not obligated for the support of the person.

(3) Would not be living in the unit except to provide necessary supportive services.

(4) Cannot be considered as a remaining family member.

Local preference. The PHA will use the following local preference:

(a). Working Families, 60% of the resident/applicant are Working Family, where the head, spouse, cohead, or sole member is employed and working a least 20 hours per week or;

(b). Elderly Families, where the head and spouse or sole member is a person age 62 or older, or is a person with disabilities or;

Low-income family. A family whose annual incomes does not exceed 80 percent of the median income or the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Medical expense. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

National. A person who owes permanent allegiance to the States, for example, as a result of birth in a United territory or possession, including Puerto Rico, the U. S. Islands, Guam, Canal Zone, etc.

Net family assets. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and the equity in a housing cooperative unit or in a manufactured home in which the family resides. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 913.106.) In determining net family assets, PHA's and Owners shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms.

Noncitizen. A person who is neither a citizen nor a national of the United States, and is not eligible for housing assistance unless eligible immigration status has been provided (evidenced by

Supporting documentation) in one of the following categories:

(1) A noncitizen who has been lawfully admitted to the U.S. for permanent residence, as defined by the Immigration and Nationality Act as an immigrant (includes special agricultural workers who have been granted lawful temporary resident status).

(2) A noncitizen who entered the U.S. before January 1, 1972, or, such later date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as an exercise of discretion by the U.S. Attorney General.

(3) A noncitizen who is lawfully present in the U.S. pursuant to an admission under refugee status, asylum status, or as a result of being granted conditional entry because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by, catastrophic national calamity.

(4) A noncitizen who is lawfully present in the U. S. as a result of an exercise of discretion by the V.S. Attorney General for emergent reasons or for reasons deemed strictly in the public interest under parole status.

(5) A noncitizen who is lawfully present in the U.S. as result of the Attorney General's withholding deportation for threat of life or freedom.

(6) A noncitizen lawfully admitted for temporary or permanent residence under amnesty (Section 245A of the INA).

Noncitizen Student. Housing Assistance (including continued assistance, prorated assistance or temporary deferral of termination of assistance) is prohibited to all noncitizen students (including spouses or minor children) who have a residence in a foreign country that the person has no intention of abandoning; is a bona fide student qualified to pursue a full course of study; and are admitted to the U. S. temporarily and solely for purposes of pursuing such a course of study particularly designated by such person and continually approved by the U. S. Attorney General.

Occupancy standards. Standards established by an HA to determine the appropriate number of bedrooms for families of different sizes and compositions. See definition of "family unit size."

PHA. Public housing agency or authority also referred to as HA. A State, county, municipality or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). "PHA" and "HA" mean the same thing.

PHA Jurisdiction. The area in which the PHA is not barred and is legally permitted to operate under State law.

Project for elderly families. A project for elderly families is a project or portion of a project to which regulations for housing assistance apply that was designated for occupancy by the elderly at its inception (and that has retained that character) or, although not so designated, for which the PHA gives preference in tenant selection (with HUD approval) for all units in the project (or for a portion of the units in the project) to elderly families.

Ranking preference. A preference used by the HA to select among applicant families that qualify for a local preference.

Rent. See Tenant Rent and Total Tenant Payment.

Residency preference. An HA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

Residency preference area. The specified area where families must reside to qualify for a residency preference.

Single person. A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a tenant family.

Special admission. Admission of an applicant that is not on the HA waiting list or without considering the applicant's waiting list position.

Spouse. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized, by some HUD programs, but not by public and Indian housing programs.

Standard, permanent replacement housing. Decent, safe and sanitary housing, adequate for the family size, and housing that the family is occupying pursuant to a lease or occupancy agreement. Standard, permanent replacement housing does not include transient facilities (such a motels, hotels, or temporary shelters); or in cases of domestic violence, the housing unit in which the applicant, and the applicant's spouse or other member of the household who engages in such violence, live.

Tenant rent. The amount payable monthly by the family as rent to a PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the utility allowance. Total tenant payment does not include charges for excess utility consumption or other miscellaneous charges.

Total Tenant Payment. Total tenant payment shall be the highest of the following, rounded to the nearest dollar:

- (1) Thirty percent (30%) of the monthly adjusted income; or
- (2) Ten percent (10%) of monthly income; or
- (3) Minimum rent of \$50.00 per month.

Unit. Dwelling unit.

United States Housing Act of 1937. (1937 Housing Act). The basic law that authorizes the public and Indian housing programs, and the Section 8 programs. (42 U.S.C. 1437 et seq.).

Utility allowance. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD, under 24 CFR 965, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservation household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement. The amount, if any, by which the utility for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

Very low- income family. A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish very low-income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Violent Criminal Activity. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

An admission from the HA waiting list.
Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

VI. FAIR HOUSING POLICY

In accordance with the following regulations, the HA will not on account of race, color, creed, sex, handicapped status, familial status, or national origin deny to any family the opportunity to apply or receive housing assistance:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the implementing regulations 24 CFR Part 1;
242CFRSp6rt3600036198,
2. The Fair Housing Act
3. Executive Order 11063 on Equal Opportunity in Housing (1962) as amended, Executive Order 12259, 46 FR 1253 (1980), as amended, Executive Order 12892, CFR 2939 (1994) (implementing regulations at 24 CFR part 107).
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and the implementing regulations at 24 CFR Part 146; and
6. The Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent applicable.

Selections will be made in accordance with the selection criteria consistent with HUD's affirmative fair housing objectives and are included herein.

The HA will post on the applicant/resident information bulletin board the telephone number for the HUD Office of Fair Housing and Equal Opportunity (FHEO) toll- free hotline (800-424-8590) .

VII. APPLICATIONS AND ELIGIBILITY

A. Applications

Applications may be made in person at the HA Office and the Public Housing sites. The only exceptions to applications made in person will be for handicapped (mobility or hearing impaired individuals) that are unable to come into the office, or unable to complete and submit an application by some other means.

Applications will be accepted from all applicant and names placed on the waiting list (for the respective town or regional area) by date and time of application. Applicants will given general information concerning the housing assistance program at the initial application time. At the time that HA applicants from the waiting list to receive assistance, applications will be updated, information verified to determine continued eligibility, and selections will be made based on the selection criteria outlined later in this Plan.

Each applicant will be screened and evaluated based on landlord references, credit record, history of payment to utility companies, police records, history of any drug-related or substance abuse, and suitability/ability to live in a public housing community.

B. Eligibility Requirements

1. Applicants must be a citizen or national of the U.S. or an eligible, qualified noncitizen (see Definitions, Section V of L. is plan) in accordance with HUD Handbook 7465.7 (issued July 13, 1995). Program participants must be income eligible based on gross income (see Attachment 1 for income inclusions and exclusions) that is below HUD's published low or very-low income limits . Low income families can be admitted to communities that reached Date of Full Availability (DOFA) before October 1, 1981, and to assist the HA with vacancy problems, commitment to attaining a broad range of incomes, or avoiding displacement in a project acquired by the HA.

2. The HA will determine the income eligibility by comparing the family's annual gross income to the HUD-established very-low or low income limit for the area. The applicable income limit for selection purposes is the highest income limit for the family unit size for the areas in the housing authority's jurisdiction.

3. Past participants in the Section 8 program and/or former Public Housing residents of any PHA who failed to satisfy liability to a PHA for unpaid rent or damages, or any past participant in any Federal program that has committed any fraud, may be denied the opportunity to apply for housing assistance until all unpaid amounts are paid in full. The HA reserves the right to deny housing assistance to any applicant because of any negative actions during a previous tenancy.

4. The HA may deny admission to any applicant whose screening results indicate that they or any member of .their family may have a detrimental effect on other tenants or on the public housing community. Consideration shall be given to the nature, extent, and elapsed time of the applicant's conduct and to the probability of favorable future conduct. Such detrimental effects may include but are not limited to

the following:

- a. The HA will determine an applicant ineligible if any member of the family is a person who was arrested or charged with a drug/substance abuse or a drug/substance abuse related criminal activity or has been evicted from housing assisted under a 1937 Housing Act program as a result of such activity. The HA reserves the right to make exceptions if the person has successfully completed a rehabilitation program, if the person clearly did not participate or know about the drug-related activity, or if it is determined that the person no longer participates in drug-related criminal activity.
- b. Police record, landlord reports of disturbances, destruction of property, or drug-related/substance abuse activities. A person will be denied eligibility if there is a pattern of abuse of alcohol that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- c. A record of poor living or household habits.
- d. Any other activity that could adversely affect the safety and welfare of other public housing residents.
- e. Credit history including unpaid utility bills or damage claims to other landlords.

5. Family Composition

- a. A family may be a single person or a group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in-aides is a family. Family is also defined as one or more persons related by blood, marriage or operation of the law, one of whom shall be an adult (age 18 or older) who will live regularly together in the unit (including foster children), or persons who can verify a stable relationship, e.g., common law marriages as recognized by the State of South Carolina, that has existed for a reasonable period of time (one year or more),
- b. A family includes a family with a child or children.
- c. A single person may be:
 - i. An elderly person.
 - ii. A displaced person.

A disabled person.

iii. A single, pregnant female
(physician certification may be required,.

iv. Any other single person.

d. A family may be persons in the process of obtaining custody and/or adopting an individual under the age of 18 with evidence of reasonable likelihood of success, A child who is temporarily away from the home because of placement in foster care is considered a member of the family. In cases of joint custody arrangements, the child/children can be considered a member of the family if the applicant/participant has continuous custody for more than six (6) months of the year.

e, A family may be remaining family members provided that the person(s) are not minors, that the children have not been removed from the home because of abuse or neglect, that the resuming Head of Household was not the perpetrator of spousal abuse, and that the resuming Head of Household meets the HA selection criteria and would be a responsible participant of the program. This includes a single female whose pregnancy is terminated after admission. This determination shall be made at the discretion of management and will be made based on the history of responsible participation in the program.

6. Eligibility screening may include, when deemed necessary, an applicant's capability of living independently and abiding by the terms of the lease.

VIII. WAITING LIST ADMINISTRATION, VERIFICATION REQUIREMENTS
AND INELIGIBILITY/DENIALS

A Waiting List Administration

1. The HA must select participants in accordance with Section IX of this plan and adhere to the Fair Housing and Equal Opportunity regulations. The waiting list must contain the following for each applicant: Applicant name; family unit size (number of bedrooms for which family qualifies under HA occupancy standards); date and time of application; and racial or ethnic designation of the head of household.

2. The waiting lists will be updated periodically (at least annually) and names will be removed from the waiting list for failure to respond to requests' for information, application updates (failure to notify the HA of a change of address), or if correspondence is returned from the Post Office. If the applicant did not notify the HA of a move as required, the HA will not be responsible for the applicant's failure to receive the updated request. If the letter is returned by the Post Office with a forwarding address noted, the HA will resend the letter. Applicants will be given five (5) working days to return the notice of continued interest. Any applicant's name for refusal of offers will be placed at the bottom of the waiting list. The HA will not remove names from the waiting list that would violate the rights of a handicapped, mobility impaired, or hearing impaired person. Reasonable accommodations for application or updates will be provided to handicapped (mobility impaired or hearing impaired) applicants.

3. The HA will maintain its waiting lists according to bedroom sizes and the order of admission from the waiting list will be based on family size or the unit size for which the family qualified under the HA occupancy policy. Selections will be made as indicated in Section IX of this plan. Should the HA receive funding for a specified category of families, the HA must select applicant families in the specified category.

4. The HA will not deny any admission preference, remove the applicants' name from other waiting lists (unless requested by the applicant in writing or in the event of failure to respond as indicated above), or refuse to list an applicant on any other waiting list.

5. The waiting list may be closed to new applications when it is determined that there is an adequate pool of applicants and is so large that the applicants are not likely to be housed in a reasonable length of time (more than one year).

6. Reopening of the waiting list will be by public notice in a local newspaper of general circulation and minority media indicating that families may apply for housing assistance. The notice will comply with the HUD-approved Equal Opportunity plan and with HUD Fair Housing requirements. The notice will state any limitations on who may apply for available slots in the program. The HA may advertise for specific types of applicants such as those qualifying for a preference and may include in the advertisement that applications from others (not in these categories) will not be accepted.

B. Verification Requirements

1. Income and deductions will be verified by third-party verification when possible. Verification forms will be sent by mail or fax to the appropriate third party with a request that the form be returned by mail or fax. In the Event that the verification is not possible due to an unwilling by source to respond or that the information is not returned within a four week period, staff will be required to note the file accordingly and obtain third-party oral verification. Staff will use a documented contact form for telephone verifications. Notarized statements will be used as a last resort.

2. Income verifications cannot be greater than ninety (90) days and all other verifications may not be greater than 120 days.

3. Social Security number verifications are mandatory for all program participants six (6) years of age and older. Acceptable verification includes: valid social security cards; an identification card issued by a Federal, State or local agency, employer; medical insurance agency; earning statements from employment; IRS form 1099; or benefit award letters from government agencies. See Section IV in the event of failure to provide requested SSN verification.

C. Ineligibility and Denial of Assistance

The application will be reviewed and any ineligible applicants will be promptly notified in writing. The notice will provide the reason for the decision and an opportunity to request an informal review of the decision as specified in Section XIX of this plan.

Past participants in the Section 8 program and/or former Public Housing residents of any PHA who failed to satisfy liability to a PHA for unpaid rent or damages, or any past participant in any Federal program that has committed any fraud, may be denied the opportunity to apply for housing assistance until all unpaid amounts are paid in full. The HA reserves the right to deny housing assistance to any applicant because of any negative actions during a previous tenancy.

The HA may deny admission to any applicant whose screening results indicate that they or any member of their family may have a detrimental effect on other tenants or on the public housing community. Consideration shall be given to the nature, extent, and elapsed time of the applicant's conduct and to the probability of favorable future conduct. Such detrimental effects may include but are not

Limited to the following:

IX. SELECTIONS AND EXCEPTIONS

Selections will be made in a non-discriminatory manner to assure a broad range of income in each community, maintain the financial stability of the community, promote the health, safety and welfare of other residents, and avoid concentration of the most economically deprived families. The HA will utilize Plan "B" (two offer plan) in offering a suitable unit to an applicant family.

Units at the location containing the most vacancies will first be offered. If refused, units at the location containing the next highest number of vacancies. If both offers are refused, the applicant's name will be placed at the bottom of the waiting list.

A. Application Updates:

Exceptions to the two-offer policy may be made in extenuating circumstances that would result in a hardship to the applicant and/or family.

Once an offer has been made, a family will be given no more than five (5) days in which to accept or reject the offer. Acceptance of a unit will be determined by the family paying the required security deposit. The HA may grant additional time to pay a security deposit in unusual circumstances.

The HA may adopt a local preference based on income range and will not use the ranking preference based on income range. In the event that an

APPLICATION UPDATES, OCCUPANCY STANDARDS, INCOME

INCLUSIONS/DEDUCTIONS, INCOME CALCULATIONS, AND LEASE-UP

admission is made based on income range, the HA will count the admission toward the local preference limited to 60% of the annual admission.

3. All keys issued to the participant or turned in to Management upon vacating the apartment.

1. The HA will determine an applicant ineligible if any member of the family is a person who was arrested or charged with a drug/substance abuse.

A. Application Updates:

1. Single applicants who are elderly, handicapped, or displaced over other applicants,
2. All others by the oldest date and time of application.

B. Exception to the Order of Selection:

The HA also reserves the right to utilize the selection purposes to meet HUD's requirement for selection of broad range of income and in the event that the HA is unable to maintain financial stability without the use of income rent ranges.

Applicants will be notified should the applicant be found to be ineligible for assistance, have a variance in the determination of bedroom size as indicated on the original application, or have a misrepresentation on the application. Applicants will be notified in writing of such determinations and given the opportunity to request an informal hearing.

Applicants will be given a written notice as their name nears the top of the waiting list to submit updated information and indicate their continued interest in public housing. If the updated information request is not returned within ten (10) days, the applicant's name will be dropped from the waiting list and other selections will be made.

B. Occupancy standard/unit size will be determined at the time of enrollment based on the following criteria:

1. The smallest unit size consistent with program requirements and Housing Quality Standards to avoid under or over occupied units unless the HA has significant vacancies in one or more communities.
2. The HA shall make every attempt not to require children to share a bedroom with a single parent.
3. Children of the opposite sex will not share the same bedroom.
4. Bedroom size assignments may be made in accordance with HUD guidelines as follows:

of Bedrooms	Minimum Person(s)	Maximum Person(s)
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

All possible efforts will be made to assign the most nearly appropriate number of bedrooms based on the criteria set forth above; however, relaxation from such standards may be approved by the Executive Director. Other exceptions to these standards will be permitted only for situations involving live-in-aids, physician orders for separate bedrooms because of health problems, or permitted circumstances of family members temporarily away from the housing unit. The HA reserves the right to approve or disapprove such accommodations that may lead to unsafe or overcrowded conditions. The HA also reserves the right to assign only participants who qualify as elderly to units designated as elderly units.

Should the applicant refuse the offer of assistance, their application will be so noted, and their name will be placed at the bottom of the waiting list. The HA reserves the right to waive any provision of this policy to meet emergency or hardship conditions, and such exceptions shall not be related to race, color, creed, sex, handicapped status, familial status or national origin.

C. Income Inclusions, Exclusions and Deductions
Income inclusions, exclusions and deductions (as permitted by Federal Regulations) for rent calculation purposes are set forth in Attachment 1 of this plan. Total tenant payment (gross family contribution) for rent will be computed in accordance with Federal Regulations 24 CFR 913, as follows:

Total tenant payment shall be the highest of the following, rounded to the nearest dollar:

- (1) Thirty percent (30%) of the monthly adjusted income; or
- (2) Ten percent (10%) of monthly income; or
- (3) Minimum rent of \$50.00 per month.

D. Income Calculation

Income will be based on the anticipated total income from all sources (unless indicated on Income Exclusions), including net income derived from assets, receiving by the participant family, for the 12-month period following the effective date of initial determination or re-examination/re-certification.

E. Lease-Up

Leasing appointments will be scheduled and applicants will be notified of the date and time. Should the applicant notify the HA of their inability to be present at the enrollment session, the HA will provide a rescheduled time; however, failure of such notification on the part of the applicant will result in removal of their name from the waiting list. As indicated in Section VIII, Waiting List Administration, applicant names will be removed from the waiting list for failure to notify the HA of a change of address.

All information including income, income from assets, eligible deductions, family composition, preference status (if applicable), and other screening information will be verified and reviewed prior to scheduling the briefing and enrollment appointment.

All applicants will execute and be given a Federal Privacy Act Notice. The information provided will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the requested information may result in a delay or rejection of eligibility approval.

XI. INSPECTIONS AND HOUSING QUALITY STANDARDS

All housing units must have a move-in, move-out and at least an annual inspection. Units must pass the Housing Quality Standards as set forth in the Federal Regulations and HUD Handbook 7420.7. In addition, the minimum City Housing Code may be used as a standard.

A. Inspection Schedule

The frequency of inspections will be determined as follows:

1. Annual inspection - excellent housekeeping and no abuse problems.
2. Semi-annual inspection - some housekeeping problems and minor abuse problems.

The maintenance department will maintain three master lists for inspections and will generate letters for inspections:

List A annual inspections

List B semi-annual inspections

Notices of inspection letters will specify at least a range of one week as to the inspection date. Inspections will be conducted by a representative from maintenance and/or management.

B. Move-in Inspections

In addition to the initial move-in inspection, an inspection may be conducted within 45 to 60 days after move-in to determine the necessary inspection schedule and provide any needed information to the resident.

C. Inspection Failures

Failed inspections due to poor housekeeping or resident abuse will require the following notices:

First inspection and notice - failed inspection items and date of reinspection.

Second reinspection and notice - failed inspection items, notice of an in-home conference date. A reinspection date will be given at the time of in-home conference.

Third reinspection and notice - thirty (30) day notice to vacate.

D. Resident Abuse and Damages

In the event of resident abuse to a unit, repairs will be made by maintenance and charges assessed to the resident according to the tenant charge schedule. An installment agreement for payment of the charges will be allowed with payments not to exceed a three- month period. Charges from a move-out inspection will be deducted from the resident's security deposit as indicated in Section XII.

E. Special Inspections

Special inspections may be schedule by maintenance or management if there are circumstances that warrant an inspection, i.e., excessively dirty unit during a routine work-order. Adequate notice of the inspection will be provided and the procedures set forth in this Section will be followed.

XII. LEASES, SECURITY DEPOSITS AND UTILITIES

A. Lease:

The HA maintains a standard form lease and resident rules and regulations which must be executed prior to move-in. The lease must contain the names of all members of the household and shall be signed by the head-of-household and spouse (if applicable).

New leases must be executed for all unit transfers. Notices of rent adjustment will be attached to the lease as rental changes are made. An amendment/rider or a new lease must be executed for all other changes to tenant status.

Schedules of special charges for services, maintenance repairs, utilities, and rules and regulations will be posted on the applicant/resident bulletin board. These schedules may be amended from time to time with at least thirty (30) days notice to the residents by either posting on the bulletin board or mailed directly to each resident. An opportunity for resident comment will be provided.

B. Security Deposits

Each participant family is required to pay a security deposit in the amount of the greater of \$50.00 or one month ,s rent. Security deposits must be made prior to occupancy, unless other arrangements are made with management.

Any interest earned on security deposits held by the HA will not be distributed to residents vacating public housing units.

Security deposits will be returned to the tenant after move-out if the following conditions are met:

1. There are no unpaid rents, damages or other charges (beyond normal wear and tear) assessed and owed to the HA by the participant.

2. The apartment and equipment have been left in a reasonably clean manner and removed by the participant.

C. Utilities.

Residents are required to pay utility bills and must keep utilities turned on at all times. The HA will adopt and update, as necessary, a utility allowance schedule to be used for computing utility allowance.

XIII. RENT COLLECTION POLICY AND PROCEDURES

It is the policy of the HA to require all residents to make

Prompt payment of all amounts due under the lease agreement. The resident's failure to pay all or any portion of the amount due shall constitute grounds for termination of the resident's lease.

A. Payment by Mail prompts payment of all amounts due under the lease agreement. The resident's failure to pay all or any portion of the amount due shall constitute grounds for termination of the resident's lease

Payments may be made by check or money order (payable to the HA) and may be mailed. The postmark date of the mail will be considered the receipt date of the payment.

B. Payment in Person

C. Late Payment and Charges

The rent and other charges due will be considered late if payment is not made in full (or in such lesser amount as may be approved by management) before the 6th day of the month. After the 6th day of the month, a late payment will result in the imposition of a penalty charge of \$10.00. In all cases of late payments, prompt action will be taken to enforce collection, including legal action if necessary.

D. Payment Disputes

Should a resident have a dispute over an amount due for rent or other charges indicated on the monthly statement, the resident must notify the HA in writing prior to the sixth(6th) day of the month. A dispute does not excuse the resident from making timely payment and will not avoid the imposition of a late charge (see also Grievance Policy). Any part of the amount due which is not subject to dispute must be paid in a timely manner to avoid any additional administrative charges.

E. Partial Payments

If a payment is accepted by the HA in an amount less than the full amount due, such payment shall be first credited to rent and the remaining amount, if any, applies to charges other than rent.

F. Habitual Late Payments

Any resident receiving two warrants in any six month period or three warrants during any 12-month period, will be determined to be a repeated violation of the lease and result in termination of the lease and ejection action.

G. Notice of Termination of Lease and Eviction Procedures

Residents who fail to make full payment of the amount due or such lesser amount as may be approved by management on or before the tenth (10th) day of the month will be subject to the following procedures:

1. On the 5th day of the month, the resident will be given a fourteen (14) day notice of termination of the lease. If the rent is not paid after 14 days, the lease is terminated.

2. After the 14 day period, a Notice to Show Cause will be filed in the local Magistrate's Court, to include all unpaid rent and other charges.

3. After the Notice to Show Cause is served, a Writ of Ejectment is processed by the local Magistrate's Court for all unpaid amounts.

4. Twenty-four (24) hours after the Writ of Ejectment is served, arrangements will be made with the Sheriff's office to set out the resident.

H. Reinstatement of Lease

A lease which has been terminated as a result of the failure of the resident to make timely payments of the amount due may be reinstated in the event of extenuating circumstances and if all amounts are paid in full (including all late charges and court costs) . The decision to reinstate any lease is a matter solely within the discretion of the HA and is not the automatic right of any resident under any circumstances.

XIV. TERMINATION OF ASSISTANCE

The tenant may terminate the lease by providing the HA with fifteen (15) days written notice as defined in the lease. Termination of assistance may occur for serious or repeated violations of the lease or failure to fulfill the Tenant's obligations set forth in the lease, or for other good cause. Grounds for termination of assistance may include but are not limited to the following:

- a. Action or inaction by the participating family or violation of family obligations under the lease, rules, and/or regulations.
- b. If a participant has committed any fraud or has made willful misrepresentations in income, assets, or family composition in connection with any federally housing assistance program.
- c. The family has violated any participant obligation or breached any agreement such as vacating a unit without notice requirements and/or failure to reimburse any HA for amounts owed to a HA under any housing assistance program.
- d. Substance/drug-related or violent criminal activity by any member of the participant family. The HA will use its discretionary privileges under the program in determining whether or not termination includes all or specific family members. Alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- e. Failure to continuously occupy the unit under lease for more than 30 consecutive days or 60 consecutive days with medical documentation. The Executive Director has authority to extend the number of days in extenuating circumstances.
- f. Allowing any unauthorized person(s) to live in a unit beyond a visitor period (subject to HA approval) not to exceed 14 days during any consecutive 12-month period or allowing unauthorized person(s) to use the unit address for mailing purposes, legal documents, etc. under the participant's control, to conduct themselves in a manner that would not adversely affect the decent, safe, and sanitary requirements of the program or hinder the peaceful enjoyment by other area residents or employees of the HA. All housing terminations will be made in accordance with the Federal Regulations, State and local laws, and the HA's Grievance Policy.

XV. ANNUAL RECERTIFICATION, INTERIM CHANGE AND REEXAMINATION

A. Annual Recertification:

Recertification must be done annually. Participants will be given an appointment for recertification. One cancellation and rescheduling of an appointment will be permitted. Failure to recertify will be deemed as inaction by the participating family and a violation of the family's obligations and is grounds for termination of assistance. Program participants will be provided with a "Lease Adjustment" form at the end of the reexamination that will indicate changes in rent.

Court	No. of Unit	Recertification	Start
		Month	Start Process
A	16	OCTOBER	JULY
B	11	NOVEHBER	AUGUST
C	13	DECEHBER	September
D	5	JANUARY	October
E	6	FEBRUARY	NOVEMBER
F	6	MARCH	December
G	1i	APRIL	January
H	11	MAY	February
I	9	JUNE	MARCH
J	9	JULY	April
K	3	AUGUST	May

B. Interim Changes:

Program participants must report all changes in income, any additions or deletions of household members, and deduction changes (such as child care) within ten (10) days from the date of change. Failure to report may result in program termination as set forth in Section XII.

For all changes that are reported prior to the end of a month that result in a decrease of the participant's total tenant payment, an interim adjustment must be made and will become effective the first of following month after the participant reports the change.

Interim adjustments will be made to correct any errors which may have occurred under the initial certification or for any subsequent reexaminations.

Interim adjustments for income increases will only be made for income increases of more than \$700 annually or in the event it is necessary to make an interim change for any other reason, with exception of income increases on zero income participants. Interim adjustments will be made on all zero income participants that begin to receive any income (earned, AFDC, child support, etc.).

In cases of a participant's failure to report income increases, the rent change will be made retroactive to the date of the income increase.

Zero income families will be contacted on a quarterly basis concerning the status of their household income. They will be advised to seek assistance from supportive agencies (DSS, Job Service, etc.). The HA may require verifications that would indicate that the participant is unable to obtain AFDC or income assistance from other programs, unable to work, or unable to participate in local job training services. The HA may request a credit report on these families for rent determination purposes to see if there are any amounts paid to the household on a regular basis.

C. Limitations on Household Size:

Participant families may only increase household size due to marriage, birth of additional child, custody changes or legal adoptions involving minor children, or addition through the foster care program. Participant names, with these type of changes in household size that result in the unit no longer being the appropriate size, will be placed on the transfer list.

At the HA's discretion, immediate family members who have been deleted from the household or were never members of the household may not be added as program participants and are not entitled to housing assistance. Such persons will be advised to apply for housing assistance.

XVI. REPAYMENT AGREEMENTS AND COLLECTIONS

Should the HA determine that a participant has unreported income, damage or maintenance charges (for damage beyond normal wear and tear) and it has been determined that there was no intentional fraud involved, a repayment agreement may be entered into with the participant. Based upon the participant's circumstances, a monthly repayment amount will be set at a reasonable rate. In the event of extreme hardship cases, the HA has the right to amend the repayment agreement or waive the amount due upon approval by the Executive Director. The HA may terminate assistance for non-payment or failure to comply with the terms of the repayment agreement.

XVII. TRANSFERS

Participant names will be placed on a transfer list that are in over or under utilized units.

Requests for transfers can be made, in writing, to the HA and names will be placed on the transfer list. Transfers for medical

needs or locations nearer to employment will be permitted as vacancies occur. Transfers of convenience will be made at the discretion of management.

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XVIII. RESIDENT EMPLOYEES AND TENANTS EMPLOYED BY THE HA

Employees who are required to live in Public Housing as a condition of their job are not considered Public Housing Tenants and are not subject to the same requirements or rights of Public Housing tenants (do not have to be income eligible, not subject to selection procedures and rent calculations, are not subject to lease and grievance procedures, have no rights to remain in Public Housing if employment is terminated). The HA may charge employees who are required to live in Public Housing as a condition of their job a reasonable rent. Dwelling units of this nature must be approved by HUD (pursuant to HUD's unit conversion procedures in Handbook 7468.1) and excluded from total unit months available for occupancy for purposes of calculating subsidy under the Performance Funding System (PFS). Any rent paid must be included as other income for PFS calculations.

Public Housing participants or applicants who work or expect to work for the HA are subject to the same admissions and occupancy requirements as other participants/applicants. Such work may not be a condition of their admission or tenancy, they may not be given a selection preference on their willingness to work for the HA, and the HA may not lower the rent as compensation for employment. Employment income must be counted in computations of rent.

XIX. COMPLAINTS AND INFORMAL HEARINGS

A. Discrimination Complaints

If there is notification to the HA that there is reason to believe that there has been any discrimination on the basis of race, color, creed, sex, handicapped status, familial status, or national origin, the HA will provide the Fair Housing Complaint Form, HUD-903, and any assistance deemed necessary.

B. Informal Hearings

Denials of eligibility will be indicated through written correspondence. Letters will be sent indicating the reason for the denial, notification of the right for an informal hearing, and shall require a written request back to the HA within ten (10) days from the date of the notification. Failure to request the hearing, in writing, within ten (10) days from the date of the letter from the HA will result in forfeiture of this right.

Informal hearings, upon receipt of a written request, will be

conducted for decisions affecting participants such as amount of rent calculation or a decision of denial. The informal hearing will be conducted by a member of the HA staff other than the individual that initially determined the ineligibility.

For terminations of the lease, the hearing must allow for due process for the HA and the family to include presentation of any evidence and/or opportunity to question witnesses, right to retain and have legal representation, and right to a private hearing (see Lease and Grievance Policy).

Failure to appear at a scheduled hearing by either the family or the HA is a waiver of the right to a further informal hearing. A written decision of the hearing officer or panel will be issued. The determination by the hearing officer or panel does not constitute a waiver of either party's right to appropriate judicial proceedings.

The person or panel conducting the hearing must issue a prompt written decision stating the reasons for the decision to the HA staff and the applicant/participant/owner.

Informal hearings not be conducted by the HA

1. Discretionary administrative determinations by the PHA, general policy issues or class grievances.

2. The HA's determination of the bedroom size or the participant's occupancy of a unit that is overcrowded or under utilized.

XX. FREEDOM OF INFORMATION (FOI) ACT

In accordance with South Carolina Code Section 30-4-30 and the Federal regulations regarding FOI requests and the Federal Privacy Act, all requests for public records, other than those normally made within the ordinary course of business, shall be made in writing to the Executive Director of the Housing Authority.

1. FOI requests must be in writing (ink only) and must be signed by the requesting person or his or her duly authorized agent or attorney.

2. Written notification of the Authority's determination on FOI requests will be made within fifteen (15) of the FOI request. If the request is denied, the reasons for the denial will be indicated. If the request is granted, the notification shall state the time and place when the requested public record will be made available for inspection and the deposit amount required for the record search. If copies are requested of any public records, the notification will include the cost; per copy. The determination of

the Authority shall constitute the final opinion as to the availability of the requested public record.

3. The hourly rate of pay of the employee that conducts the record search plus 26.7% for benefits will be charged. Should overtime wages be necessary, the overtime rate of pay will also be charged. If copies are made of any records by employees or the requesting party, 50 cent per page will be charged. Deposits may be required by the Authority for such expenses.

4. No public record held by the Authority may be removed from the Authority's premises.

5. The Authority shall only allow the inspection and/or copying of public records in its possession which are not exempt pursuant to South Carolina Code Section 30-4-40, and it shall not otherwise be required to generate records either by creation, subpoena or contract demand.

6. Requests for search of, permission to inspect records, or for copies of records will be dealt with on a case-by-case request: The Executive Director will, in considering such requests, have to consider the availability of staff time to fulfill such requests in regard to work responsibilities and other public duties.

XXI. RECORD RETENTION

The HA will maintain all applications for admission and of all tenants in occupancy (to include race, ethnicity, sex, age of head of household) and any other occupancy information collection for the later of at least three (3) years or until audited by HUD. Records must be maintained to include offers and rejection of units, the reasons for the rejection, ineligibility documentation, and eligibility documentation for all residents. Files will be maintained for all participants that are no longer housed by the HA and must include the disposition of the security deposit.

XXII. OTHER ADMINISTRATIVE FUNCTIONS

The HA will annually review and make changes to the utility allowance and policies/procedures where ~~it is~~ found necessary.

PUBLIC HOUSING PROGRAM
ANNUAL INCOME INCLUSIONS
24 CFR 5, Subpart F

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income provided in exclusions to income. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

A. Annual income means all amounts, monetary or not which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in income exclusions attached.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in #2 above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000 annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits or other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except deferred periodic amounts from supplemental social security (SS1) and social security benefits that are received in a lump-sum amount or in prospective monthly amounts). (See income exclusions).

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as listed in #3 of income exclusions).

6. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or persons not residing in the dwelling.

8. All regular pay, special pay and allowances of a member of the Armed Forces except those indicated in #7 of income exclusion

PUBLIC HOUSING PROGRAM
ANNUAL INCOME
EXCLUSIONS -
24 CFR 5, Subpart F

Annual income does not include the following:

- I. Income from employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Lump-sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (see #5 income exclusions).
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of live-in-aide, as defined in 24 CFR 5.403.
6. The full amount of student financial assistance paid directly to the student or to the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. (i) Amounts received under training programs funded by HUD;
 - (ii) amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200.00 per month received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; or
 - (v) incremental earnings and benefits resulting to any family member from participating in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

9. Temporary, nonrecurring or sporadic income (including gifts).

10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

11. Earnings in excess of \$480.00 for each full-time student 18 years old or older (excluding the head of household and spouse).

12. Adoption assistance payments in excess of \$480.00 per adopted child.

13. The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph, the following definitions apply.

(i) Comparable Federal, State or local law means a program providing employment training and supportive services that:

(A) Is authorized by a Federal, State or local law;

(B) Is funded by the Federal, State or local government;

(C) Is operated or administered by a public agency; and

(D) Has as its objective to assist participants in acquiring employment skills.

(ii) Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937 (42 U.S.C. 1437 et seq.). If the family member is terminated from employment with good cause, the exclusion period shall end.

(iii) Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts.

15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

17. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusion set forth in 24 CRF

Federal Statute Exclusions from Income (August 1993)

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977.
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 (such as Retired Senior Volunteer Programs (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), Older American Committee Service Program, National Volunteer Antipoverty Programs (VISTA, Peace Corps, Service Learning Program, National Volunteer Program to Assist Small Business, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska native Claims Settlement Act.
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes.
- Payments or allowances made under the Department of Health and Human Service's Low-Income Home Energy Assistance Program.
- Payments received under programs funded in whole or in part under Job Training Partnership Act.

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.

- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of Interior.
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 (such as Senior community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Persons Mayors, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb).
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the IN RE OR-ANGE product liability litigation.
- Payments received under the Maine Indian Claims Settlement Act of 1980

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.

Earned income tax credit refund payments received on or after January 1, 1991.

PUBLIC HOUSING PROGR.AM
DEDUCTIONS/ALLOWANCES FROM GROSS
INCOME
24 CFR 5, Subpart F

Adjusted income means annual income less the following deductions:

I. \$480. for each dependent (see definition of dependent - excludes head of household, spouse, foster children and foster adults).

2. \$400. for any elderly family or disabled family (see definition of elderly family or disabled family).

3. For any family that is not an elderly family or disabled family but has a member (other than the head of household or spouse) who is a person with disability, disability assistance expenses in excess of three (3) percent of annual income, but this allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

4. For any elderly family or disabled family:

(a) that has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three (3) percent of annual income;

(b) that has disability assistance expenses greater than or equal to three (3) percent of annual income, an allowance for disability assistance expenses computed in accordance with paragraph #3 above, plus an allowance for medical expenses that is equal to the family's medical expenses;

(c) that has disability assistance expenses that are less than three (3) percent of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds three (3) percent of annual income.

5. Child care expense anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

SCREENING OPERATING PROCEDURES

(Criminal Background)

All applicants for Public Housing who are about to be housed will be screened to the criteria set forth in the Admissions and Continued Occupancy Policy of the Easley Housing Authority, including a review of involvement in criminal activity. These objective criteria, which are based on those set forth in the HUD regulations (24CFR Part 960.205), will allow the Easley Housing Authority to determine whether an applicant will be a suitable resident.

Involvement in criminal activity on the part of any applicant family member which would adversely affect the health, safety or welfare of other residents, or cause damage to the unit or development; applicants with any convictions in the past three years will be denied. All applicants with drug, murder, child abuse, and violent crimes (aggravated assault) convictions will be denied (regardless of the timeframe). Any applicant who fails to report criminal activity will be denied. All denied applicants denied for criminal activity will have the right to an informal conference in accordance with the policy of the Easley Housing Authority to substantiate rehabilitation and suitability.

The Easley Housing Authority will use a police record verification form ("Release of Information for Housing Consideration") which will be authorized by all applicants to check for evidence of disturbance of neighbors or destruction of property that might have resulted in arrest, and/or involvement in any illegal activity including drug trafficking/use/possession.

~~Members of the Authority shall be housed and advised~~

Documentation of the current abuse of illegal drugs/substance on the part of any applicant family member, about to be housed, that would violate the Easley Housing Authority lease, adversely affect the health, safety or welfare of other residents will be sufficient grounds to reject the applicant's family (Section 24CFR960.205 (b) (3)).

Involvement in criminal activity on the part of any applicant family member about to be housed that would adversely affect the health safety or welfare of other residents will be sufficient grounds to reject the applicant's family.

Involvement in criminal activity by any member of an applicant family about to be housed that would adversely effect the health, safety or welfare of other residents will be verified using the Housing Authority's Police verification record form which will be provided to the Housing Authority of the City of Laurens to be processed. Additionally, current and former landlords will be asked to indicate problems in this area during the applicant's tenancy.

The Housing Authority is directed by the Part 960 regulations to check all applicant's history of criminal activity. This process will be carried out on all applicants who reach the top of the waiting list; prior to being offered a unit.

There are a wide variety of other crimes (embezzlement, for example) that cannot be claimed to adversely affect the health, safety or welfare of the Housing Authority of the City of Laurens residents.

The police record verification form requests information about all adult family members. This is important, since it is not uncommon for the head of household to be a model citizen, but other household members could adversely affect the selection of applicants for tenancy.

If, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise misrepresented any facts about his/her or any adult family member's current situation, history or behavior in a manner that would affect any aspect of eligibility, the application will be rejected.

NOTIFICATION OF APPLICANT

The Housing Authority will promptly notify any applicant who has been determined unsuitable and the basis for such a determination. The Authority shall also provide the applicant, upon request, with an opportunity for an informal hearing on such determination in accordance with the Authority's adopted procedures.

If the applicant fails to request an informal conference within the specified time, the application will be removed from the active waiting list and be placed in the denied file.

RELEASE OF INFORMATION FOR HOUSING CONSIDERATION

I, hereby, voluntarily authorize any local, state or federal enforcement agency to release to the Easley Housing Authority or its representative, in connection with application for Housing, a copy of any arrests on my record within the last ten (10) years from the date on this release form.

Applicant's Full Name _____
(Please Print)

Address: _____
City State Zip Code

Social Security # _____ Date of Birth ____/____/____

Male____ Female____

Home Telephone _____ Work _____ Cell _____

Pet Policy

Policy: The Easley Housing Authority, as required by Section 526 of the Quality Housing And Work Responsibility Act (QHWRA), will permit public housing residents to Have a pet within the following conditions and guidelines.

1. Head of Household must enter into a Pet Agreement with the Housing Authority (as attached), and provide annually to the Housing Authority proof of the pet's good health to include documentation supporting licensing, vaccination, spaying, neutering, and/or declawing for cats.

2. The HA will permit only one pet per household and must be one of the following types of pets:

One (1) spayed or neutered dog, adult weight of no more than 20 lbs (adult weight) no more than 18" in height; cannot be of a vicious or hostile breed; or
One (1) spayed or neutered" cat which must be declawed; or
One (1) fish tank with maximum capacity of 10 gallons; or
One (1) hamster or guinea pig which must be maintained in a cage at all times.

"If puppy or kitten, spaying or neutering must occur within six (6) months of age.

3. A pet deposit in the amount of \$100.00 is required. The deposit is refundable, only if there are no damages attributable to the pet, upon removal of the pet or the unit is vacated, whichever should occur first
4. [In the event of a pet causing a nuisance/disturbance or failure of the household to comply with the terms and conditions of the Pet Agreement, the HA will give written notice that the pet is to be removed from the premises. Failure to comply with the terms of the Pet Agreement or failure to remove the pet will be grounds for lease termination.
5. The HA will not permit visiting pets and only pets authorized by an executed Pet Agreement are permitted.
6. In the event of default by the resident of any of the terms of this agreement/addendum, the resident agrees, upon proper written notice of default from the HA, to cure the default, remove the pet, or vacate the premises. Resident agrees that the HA may revoke permission to keep said pet on the premises by giving the Resident proper written notice.

7. HA may use the pet deposit, as is reasonably necessary, to repair damages or cleaning made necessary by said pet. At the termination of this Addendum and the Lease, any balance shall be added to the security deposit required under the lease, and thereafter, disbursed by Law. Resident agrees to pay the HA for any damages or costs caused by the pet in excess of the security deposit.

8. Dogs and cats must be maintained within the *pet* owners unit. When outside, the pet must be kept on a leash and under the control of the resident or resident's household at all times. Pets are not permitted to remain in common areas, community building, or the HA's office.

9. Pet owners will be responsible for removal of pet waste. The HA will *impose* a separate charge of \$10.00 per occurrence for removal of pet waste should the resident fail to do so. Cat litter must not be disposed of by flushing down toilets and charges for unclogging toilets will be imposed should cat litter be found in a clogged line. Pet waste must be disposed of in sealed plastic trash bags.
10. Pet owners shall assume sole responsibility for liability arising from any injury sustained by any person that is attributable to a owner's pet. Resident agrees by execution of the Agreement to hold the Housing Authority harmless from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection with any activity of or damage caused by the Resident's pet.
11. Any pet which physically threatens and/or harms a resident, guest, or member of the HA's staff or other authorized person, at any time upon the project grounds, shall be considered a threat to safety, and the Resident will be given written notice to remove the pet. Consistent with local and state ordinance, the HA shall take appropriate steps to have a pet removed from the premises in the event a pet causes physical harm or bodily injury to any resident, guest, or member of the HA's staff or other authorized person, or in the event the pet owner fails to remove the pet after written notice.

12. Infestation of a unit or adjacent units or common areas shall be the responsibility of the pet owner and such pet owner agrees to incur the costs of eradication of any infestation upon notice by the HA. In the event the pet owner does not resolve *the* infestation within five (5) days after adequate notice by the HA, the HA will initiate eradication and bill the resident for such cost
13. No pet shall be left unattended in any unit for longer than ten (10) hours. The HA will notify the SPCA of any pets that appear to be poorly cared for, left unattended in excess of the time herein stated, or in the event of mistreatment/cruelty. The resident agrees that the HA may exercise its right to enter the premises for removal of a pet, without prior notice, in the event of any emergency condition involving a pet.
14. It is the responsibility of the pet owner to make arrangements for pets when away from the unit for more than a ten (10) hour period. In the event of an emergency or sudden illness of a sole member of the household, the resident agrees that the HA shall have discretion with respect to the provision of care to the pet consistent with federal guidelines and at the expense of the pet owner, if applicable, and in the event the emergency contact person name herein should be unavailable.

The following emergency contact information must be completed by the pet owner/ head-of-household:

I, _____, authorize the HA to contact _____
 _____ at _____ who has agreed to be
 responsible for my pet.

15. In the event of the death of a sole member resident, the pet owner agrees that the HA shall have discretion to dispose of the pet consistent with State guidelines unless written instructions regarding such disposal are provided to the HA by the resident, or in the event named caretakers are unwilling to take responsibility for the pet.
16. Resident agrees to secure any pets when the HA's staff in conducting inspections, maintenance work, etc. If notice has been given of inspections/maintenance, resident agrees to secure the pet and put a notice on the outside door of the unit of the location of the pet should the resident leave the unit during the period of notice of inspection.

Violence Against Women Act (VAWA)

Additional Requirements Under Section 603 Title VI, Violence Against Women and Department of Justice Reauthorization Act of 2005 Amending Section 5 (A) of the U.S. Housing Act of 1937.

A. The Easley Housing Authority will assist and provide support to families that are victims of domestic violence, dating violence and stalking in order to enhance their quality of life, increase staff and family awareness, exercise discretion, sensitivity and excellent customer services when providing agency services and/or referrals.

Easley Housing Authority will provide decent and affordable housing for victims of domestic violence, dating violence and stalking by making referrals to agency partners based on client needs and educating staff on the seriousness of the victim situations to assure the effectiveness of the support.

Services/Programs/Activities:

- Upon approval by the victims, The Housing Authority will keep a current list of victims and will conduct periodic visits to the resident for detection of non-reported incidents.
- Have agency partners to conduct onsite training for staff and clients to increase awareness of domestic violence, dating violence and stalking.
- Make referrals to agency partners based on clients needs.
- Advise victims to report any incidents and participate in counseling programs.

B. Public Housing Identical Amendments:

1. Admission, Occupancy, and Termination of Assistance Policies
 - Being a victim of domestic violence, dating violence, or stalking, as defined in law (hereafter collectively referred to as “abuse”), is not a basis for denial of assistance or admission to public or assisted housing if the applicant otherwise qualifies for assistance or admission;
 - Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy, or occupancy rights of a victim of abuse; and

- Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of that abuse.

2. Right and responsibilities of the PHA

- The PHA may "bifurcate" a lease under this section, or remove a household member from a lease under this section, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victims of such violence who is also a tenant or lawful occupant, and such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the relevant program of HUD-assisted housing.

3. Certification of Abuse and Confidentiality.

The individual is required to certify that they are victims of abuse and that the incidences of abuse are bona fide. The certification must include the name of the perpetrator, and any other statutorily required information, and the victim must provide the certification within 14 business days after the individual receives a request for such certification from the PHA.

Without the certification, a PHA may terminate assistance. All information provided to the PHA will be confidential. The statute allows for the victim to self-certify and also allows for the certification requirement to be satisfied with the documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation. The statute also allows for the certification requirement to be satisfied by producing a federal, state, tribal, territorial, or local police or court record.

Definitions:

Domestic Violence:

Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws under the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence:

Violence committed by a person;

(A) Who is or has been in a social relationship of a romantic or intimate nature
With the victim;

(B) where the existence of such relationship shall be determined based on a
consideration of the following factors:

- (i) The length of the relationship;
- (ii) The type of relationship; and
- (iii) The frequency of interaction between the persons involved in the Relationship

Stalking:

(A)(i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or

(ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to

- (i) that person
- (ii) another member of the immediate family of that person; or
- (iii) the spouse or intimate partner of that person.

“ONE STRIKE and YOU'RE OUT”

IN SOUTH CAROLINA HUD HAS DETERMINED THAT A COURT PROVIDES THE ELEMENTS OF DUE PROCESS THEREFORE THE HOUSING AUTHORITY MAY BYPASS THE ADMINISTRATIVE GRIEVANCE PROCEDURES IN CASES INVOLVING A CRIMINAL ACTIVITY, AND ACTIVITIES WHICH:

- [A] THREATEN THE HEALTH SAFETY OR RIGHT OF PEACEFUL ENJOYMENT OF PREMISES BY OTHER RESIDENTS OR EMPLOYEES OF THE HOUSING AUTHORITY;
- [B] OR ANY DRUG RELATED CRIMINAL ACTIVITY ON OR OFF SUCH PREMISES, NOT JUST ON OR NEAR SUCH PREMISES;
- [C] ANY HOUSEHOLD MEMBER OR GUEST OR OTHER PERSON WHO VISITS OTHER UNITS WHO ENGAGE IN ANY DRUG RELATED CRIMINAL ACTIVITY ON OR OFF SUCH PREMISES.

EVICCTIONS ARE CIVIL, NOT CRIMINAL, THEREFORE, A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY AND HOUSING AUTHORITIES NEED NOT MEET THE CRIMINAL STANDARD OF "PROOF BEYOND A REASONABLE DOUBT" IN EVICTION PROCEEDINGS. CRIMINAL ACTIVITY IS CAUSE FOR AN EVICTION IN THE ABSENCE OF CONVICTION OR ARREST. ANY PROVISIONS IN STATE LAWS THAT REQUIRE CONVICTION IN ORDER TO EVICT RESIDENTS ARE PRE-EMPTED BY FEDERAL LAW.

THIS DOES NOT MEAN THAT RESIDENTS CAN BE EVICTED ONLY ON THE BASIS OF A SUSPICION THAT THEY HAVE ENGAGED IN PROHIBITED ACTIVITY, BUT HAS VIOLATED HIS OR HER LEASE WITH THEIR INVOLVEMENT. EVIDENCE WILL BE REVIEWED BEFORE AN EVICTION ACTION IS WARRANTED TO ENSURE THE PUBLIC HOUSING AUTHORITIES EFFORT TO IMPLEMENT IT'S ONE STRIKE YOU'RE OUT PROGRAM TO FIGHT CRIME IN PUBLIC HOUSING.

THE FEDERAL LAW IMPOSES ON RESIDENTS AN AFFIRMATIVE OBLIGATION TO ASSURE THAT NEITHER THEY NOR ANY MEMBER OF THEIR HOUSEHOLD OR GUEST OR OTHER PERSON UNDER THEIR CONTROL WILL ENGAGE IN PROHIBITED DRUG-RELATED OR CRIMINAL ACTIVITIES. PUBLIC HOUSING AUTHORITIES CAN GENERALLY ENFORCE THEIR OBLIGATION BY TERMINATING LEASES AND EVICTING ENTIRE HOUSEHOLDS WHEN A HOUSEHOLD MEMBER OR GUEST COMMITS A CRIME IN VIOLATION OF THEIR LEASE PROVISIONS. THE RESIDENT HAS AGREED IN THE LEASE TO ENSURE A CRIME-FREE HOUSEHOLD AND IS RESPONSIBLE FOR THE HOUSEHOLD REGARDLESS OF WHETHER HE OR SHE WAS PERSONALLY ENGAGED IN THE PROHIBITED DRUG OR OTHER CRIMINAL ACTIVITIES.

THE HOUSING AUTHORITY RETAINS THE RIGHT TO HANDLE THESE CASES ON AN INDIVIDUALIZED BASIS AND WILL EXERCISE REASONABLE DISCRETION IN LIGHT OF ALL RELEVANT CIRCUMSTANCES. IF A RESIDENT HAS TAKEN ALL REASONABLE STEPS TO PREVENT THE CRIMINAL ACTIVITY, AN EVICTION MAY NOT BE WARRANTED, THUS GIVING THE RESIDENT THE OPPORTUNITY TO PROVE THEIR INNOCENCE. IN THESE INSTANCES, IT MAYBE APROPRIATE, TO ALLOW A HOUSEHOLD TO REMAIN IN OCCUPANCY ON THE CONDITION THAT THE OFFENDING MEMBER MOVE AND AGREE NOT TO RETURN. IF THE AGREEMENT IS VIOLATED BY THE OFFENDING MEMBER, THE HOUSING AUTHORITY SHALL PLACE THAT OR THOSE ON TRESPASS OR RESTRAINING ORDERS. IF THE AGREEMENT IS VIOLATED BY THE REMAINING HOUSEHOLD MEMBER OR

MEMBERS THEN THE HOUSING AUTHORITY SHALL PROCEED WITH EVICTION PROCEDURES.

IN CASES WHERE NONRESIDENTS HAS COMMITTED A DRUG-RELATED CRIME ON OR NEAR THE DEVELOPMENT AND CAN BE LINKED TO A SPECIFIC RESIDENT LIVING IN THE DEVELOPMENT, THE DISRUPTIVE ACTIVITIES OF THESE GUESTS CAN AND WILL BE GROUNDS FOR EVICTION OF THE ENTIRE HOUSEHOLD THIS EVICTION CAN BE SETTLED IF THE FAMIL Y AGREES THAT THE DISRUPTIVE GUEST:

[1] BE PLACED ON TRESPASSING NOTICE.

[2] THE HOUSEHOLD CAN BE SUBJECT TO EVICTION IF THE DISRUPTIVE NONRESIDENT COMES BACK.

IN WITNESS WHEREOF, the parties have executed this lease agreement this _ day of _____, _____ at _____

[resident]

[spouse]

[family member]

[family member]

Housing Authority of Easley,
SC

[Representative]

Easley Housing Authority



103 Wallace Drive
P.O. Box 1060
Easley, S.C.
29641
Ph: 864-855-0629
Fax: 864-855-0864

Executive Director
MARVIN STEPHENS

COMMISSIONERS;

SHARON MORGAN
DAVID L. McFADDEN
DR. JAMES WILLIAMS
DR. DANIEL LEE

JAN CROWE

Dear _____

Please be advised that during a special residents meeting held in the Easley Housing Authority Community Room on September 14, 1998, it was determined by the residents of Westgate to implement a 10:00 PM curfew for all residents and their guests. This decision was made by the residents in an effort to control crime and drug related activities in the housing community.

Resolution #98-13 was presented October 5, 1998 to our Board of Commissioners and became effective that day. The Easley Police Dept. has been notified and will be enforcing this curfew to the fullest extent of the law. Appropriate action will be taken by the Easley Housing Authority to follow the request of the residents of Westgate in their right to peaceful enjoyment of their accommodations.

If you have any questions concerning this new resolution, please contact our office.

Your cooperation is greatly appreciated.

Sincerely,

Executive Director

Resident Signature _____ Date _____

COMMUNITY SERVICE REQUEST FOR EXEMPTION

HEAD OF HOUSEHOLD, _____

FAMILY MEMBER REQUESTING EXEMPTION _____

APARTMENT NUMBER: _____

DATE: _____

I am requesting an exemption from Community Service Work Requirement due to the Following reason:

- () I certify that I am 62 years of age or older
- () I certify that I am a caretaker of person who is blind or disable
- () I certify that I am vision impaired
- () I certify that I have a disability and unable to comply with the work requirement
- () I certify that I am employed by: _____
(Name of Employer)

(Name of Program)

- () I certify that I am a full time student: _____
(Name of School)

I understand that the above information is true and can be used in determining my eligibility for exemption from the Community Service Requirement. I understand that false information constitutes fraud and will result in termination of my lease. After providing the proper written documentation to proof my request for exemption and my request for exemption is denied and I disagree with the Housing Authority's decision, I have the right to request a hearing through the Grievance Procedure Policy.

Resident Signature:

COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENT POLICY

General Policy Statement: All residents who are 18 years of age and older are not exempt under the exemptions defined in the CFR Part 960.6 shall be required to perform eight (8) hours of community service each month. This service can be provided at any local community, civic, or charitable organization. The selection of type and location of community service to be provided is totally left to the discretion of the resident. Residents may choose to enroll in a self-sufficiency program in lieu of performing the required eight (8) hours service. Any resident failing to comply with the requirements of the Community Service and Self-Sufficiency Policy is subject to denial to renew lease at annual recertification.

Definitions:

Community Service: The performance of voluntary work or duties that are a public benefit of service to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community Service is not employment and may not include political activities.

Exempt individual: An adult who:

- 1) Is 62 years or older
- 2) (i) Is blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(I); 1382c) and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or (ii) primary caretaker of such an individual.
- 3) Is engaged in work activities
- 4) Meets the requirements for being exempt from having to engage in work activity under the state program funded under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any welfare program of the State in which the PHA is located, including a state-administered welfare-to-work program.

Service Requirement: The obligation of each adult resident, other than an exempt individual, is to perform community service or participate in an economic self-sufficiency program required with CFR 960.603

Economic self-sufficiency program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD assisted families or to provide work for such families. These programs include job training, employment counseling, work placement basic skills training, education, English proficiency, workfare financial or household management, apprenticeship, and program necessary to ready a participant for work including a substance abuse or mental health treatment program.

Community Service Program Administration: The community service and self-sufficiency program will be administered by the Authority to be incorporated in its ongoing self-sufficiency program. The Authority will provide compliance monitoring and verification as part of the annual recertification process.

Compliance Requirements:

- 1) Perform (8) hours of community service each month
- 2) Participate in eight (8) hours of Economic Self-sufficiency activities each month
- 3) Participate in a combination of community services

The Community Service requirement may be satisfied by participating in one or more of the following:

Each adult non-exempt household member will be required to complete a Community Service Form each year at re-examination. The report will include a description of the type of services completed with dates and times of services. A third (3rd) party verification of completion or participation may be required. The head of household is responsible for lease compliance and providing information and documentation as requested by the Authority to determine compliance.

The Authority will maintain community service records for each adult resident by one of the following methods:

- 1) Exempt status determination for those exempt in accordance with regulations
- 2) Certification of service agencies or economic self-sufficiency program provider
- 3) Completion of a Community Service Log and certification by participation

Each household will receive a written notice explaining the requirements and instructions regarding compliance and penalty if they fail to comply. The notice will also advise residents of their right to a grievance hearing. After the initial notification, residents will provide with notification for compliance in the annual recertification package.

All applicants on the waiting list shall be notified of the new requirements for community service and self-sufficiency activities at the next application update and all future applicants shall be notified of the notification at the time of application.

Exemption: The Authority will provide exemption status to any resident that request such status and who meet one of the following qualifications as defined by CFR Part 960.6

- 1) A person 62 years of age or older
- 2) A person with vision impairment
- 3) A person with disabilities as defined under 216(i)(1) or 1614 of the Social Security Act (42 US.C. 416 (I)(I): 1382c) and who is unable to comply with the Section or is a primary caretaker of such an individual
- 4) Employed (working at least 20 hours per week)
- 5) Participating in an economic self-sufficiency program
- 6) Participating in a state of Welfare- to-Work Program or who is required by law to participate in such a program.

Request for exemption: The resident (head of household) or applicant is responsible for reporting any change in status whether exempt or non-exempt between annual re-examination. The authority will process any report of change in status during the twelve (12) months period and issue a determination to the resident.

Annual Re-examination and Compliance Monitoring: Approximately ninety (90) days and no less than sixty (60) days before the annual renewal date of the lease (annual re-examination), all non-exempt adult residents will be required to report and certify as to their compliance with the community service and self- sufficiency requirements under the lease. The Authority may require the resident to obtain a third (3rd) party verification of compliance.

Noncompliance: Failure to comply with reporting or completing the service requirement during the lease term will result in the Authority refusing to renew the lease and a notice of termination will be issued for lease violation and eviction proceedings will begin.

Remedy for failure to comply: If a resident is found to be non-compliant, The Housing Authority may not renew the lease unless the following two (2) conditions are met:

- 1) The head of household and the non-complying adult family member enter into an agreement with the Authority to remedy the non-compliance by completing additional hours required over the twelve (12) months of the new lease.
- 2) All other family members who are subject to service requirements are currently complying with service requirement or they no longer reside at the resident.

RIGHT TO GRIEVANCE: ALL RESIDENTS SHALL HAVE A RIGHT TO A GRIEVANCE HEARING UPON REQUESTING A HEARING IN WRITING TO THE AUTHORITY AS A RESULT OF ANY ACTION TAKEN BY THE AUTHORITY AS IT RELATES TO THE IMPLEMENTATION OF THE COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENTS OF CFR PART 960.6

Application for Federal Assistance SF-424**16. Congressional Districts Of:***a. Applicant: SOUTH CAROLINA 3RD

*b. Program/Project: SAME

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2011

*b. End Date: 12/31/2011

18. Estimated Funding (\$):

*a. Federal	363,685
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	193,236
*g. TOTAL	556,921

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach.

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: MR.

*First Name: MARVIN

Middle Name:

*Last Name: STEPHENS

Suffix:

*Title: EXECUTIVE DIRECTOR

*Telephone Number: 864-855-0629

Fax Number: 864-855-0864

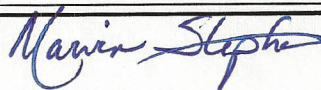
* Email: mstephensha@bellsouth.net

*Signature of Authorized Representative:

Completed by Grants.gov upon submission

*Date Signed:

Completed by Grants.gov upon submission



07/15/2011

2010 Capital Fund

Capital Fund Program (CFP) Amendment

To The Consolidated Annual Contributions
Contract (form HUD-53012)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Whereas, (Public Housing Authority) Housing Authority of Easley (SC053) (herein called the "PHA")
and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into Consolidated Annual Contributions
Contract(s) ACC(s) Numbers(s) A2151 dated 1/16/1996

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out capital and management activities at existing public housing developments in order to ensure that such developments continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. HUD will provide a revised ACC Amendment authorizing such additional amounts.

\$ 156,182.00 for Fiscal Year 2010 to be referred to under Capital Fund Grant Number SC16P05350110

PHA Tax Identification Number (TIN): On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number 22

Now Therefore, the ACC(s) is (are) amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for capital and management activities of PHA developments. This amendment is a part of the ACC(s).

2. The capital and management activities shall be carried out in accordance with all HUD regulations and other requirements applicable to the Capital Fund Program.

3. (Check one)

a. For Non-qualified PHAs:

☒ (i) In accordance with the HUD regulations, the Annual PHA Plan has been adopted by the PHA and approved by HUD, and may be amended from time to time. The capital and management activities shall be carried out as described in the CFP Annual Statement/Performance and Evaluation Report (HUD-50075.1).

OR

(ii) If the Annual PHA Plan has not been adopted by the PHA and approved by HUD, the PHA may use its CFP assistance under this contract for work items contained in its CFP-Five-Year Action Plan (HUD-50075.2), before the Annual PHA Plan is approved.

b. For Qualified PHAs:

(i) The CFP Annual Statement/Performance and Evaluation Report (HUD-50075.1) has been adopted by the PHA and verified by HUD. The capital and management activities shall be carried out as described therein.

OR

(ii) If the CFP Annual Statement/Performance and Evaluation Report has not been adopted by the PHA and/or verified by HUD, the PHA may use its CFP assistance under this contract for work items contained in its approved CFP 5-Year Action Plan (HUD-50075.2), before the CFP Annual Statement/Performance and Evaluation Report is adopted by the PHA and verified by HUD.

For cases where HUD has approved a Capital Fund Financing Amendment to the ACC (CFP Amendment attached), HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee (Trustee Agreement attached) within 3 days of the due date.

Regardless of the selection above, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the United States Housing Act of 1937, as amended, (the "Act") and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.

4. Subject to the provisions of the ACC(s) and paragraph 3. and to assist in the capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.

5. The PHA shall continue to operate each development as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for any public housing or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for any public housing and for a period of ten years following the last payment of assistance from the Operating Fund to the PHA. However, the provisions of Section 7 of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any development(s) under the ACC(s) and which is not eligible for forgiveness, and provided further that, no disposition of any development covered by this amendment shall occur unless approved by HUD.

6. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.

7. Implementation or use of funding assistance provided under this Amendment is subject to the attached corrective action order(s).

(mark one) : ☐ Yes ☒ No

8. The PHA acknowledges its responsibility for adherence to this Amendment.

The parties have executed this Agreement, and it will be effective on 7/15/2010. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development

By

Larry Knightner

Date:

7/15/2010

Title

Director

Public Housing Program Center

PHA Executive Director

By

Marvin Stephen

Date:

07/07/2010

Title

Executive Director

Previous versions obsolete

form HUD-52840-A 03/04/2003

**Capital Fund Program
(CFP) Amendment**
To The Consolidated Annual Contributions
Contract (form HUD-53012)

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Whereas, (Public Housing Authority) Housing Authority of Easley (SC053) (herein called the "PHA")
and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into Consolidated Annual Contributions
Contract(s) ACC(s) Number(s) A2151 dated 1/16/1996

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the
purpose of assisting the PHA in carrying out capital and management activities at existing public housing developments in order to ensure that such
developments continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the
PHA. HUD will provide a revised ACC Amendment authorizing such additional amounts.

\$ 132,561.00 for Fiscal Year 2011 to be referred to under Capital Fund Grant Number SC16P05350111

PHA Tax Identification Number (TIN): On File

DUNS Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number 23

Now Therefore, the ACC(s) is (are) amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount
specified above for capital and management activities of PHA developments.
This amendment is a part of the ACC(s).

2. The capital and management activities shall be carried out in accordance
with all HUD regulations and other requirements applicable to the Capital Fund
Program.

3. (Check one)

☒ a. For Non-qualified PHAs:

(i) In accordance with the HUD regulations, the Annual
PHA Plan has been adopted by the PHA and approved by HUD, and may
be amended from time to time. The capital and management activities
shall be carried out as described in the CFP Annual Statement/Performance
and Evaluation Report (HUD-50075.1).
OR

(ii) If the Annual PHA Plan has not been adopted by the PHA and
approved by HUD, the PHA may use its CFP assistance under this contract for
work items contained in its CFP-Five-Year Action Plan (HUD-50075.2), before the
Annual PHA Plan is approved.

b. For Qualified PHAs:

(i) The CFP Annual Statement/Performance and Evaluation Report
(HUD-50075.1) has been adopted by the PHA and verified by HUD. The
capital and management activities shall be carried out as described therein.
OR

(ii) If the CFP Annual Statement/Performance and Evaluation Report
has not been adopted by the PHA and/or verified by HUD, the PHA may use
its CFP assistance under this contract for work items contained in its approved
CFP 5-Year Action Plan (HUD-50075.2), before the CFP Annual
Statement/Performance and Evaluation Report is adopted by the PHA and
verified by HUD.

For cases where HUD has approved a Capital Fund Financing
Amendment to the ACC (CFP Amendment attached), HUD will deduct the
payment for amortization scheduled payments from the grant immediately on
the effective date of this CFP Amendment. The payment of CFP funds due
per the amortization scheduled will be made directly to a designated trustee
(Trustee Agreement attached) within 3 days of the due date.

The parties have executed this Agreement, and it will be effective on 8/3/2011. This is the date on which CFP assistance
becomes available to the PHA for obligation.

Regardless of the selection above, the 24 month time period in which the PHA
must obligate this CFP assistance pursuant to section 9(j)(1) of the United
States Housing Act of 1937, as amended, (the "Act") and 48 month time period
in which the PHA must expend this CFP assistance pursuant to section 9(j)(5)
of the Act starts with the effective date of this CFP amendment (the date on
which CFP assistance becomes available to the PHA for obligation). Any
additional CFP assistance this FY will start with the same effective date.

4. Subject to the provisions of the ACC(s) and paragraph 3. and to assist in the
capital and management activities, HUD agrees to disburse to the PHA or the
designated trustee from time to time as needed up to the amount of the
funding assistance specified herein.

5. The PHA shall continue to operate each development as low-income
housing in compliance with the ACC(s), as amended, the Act and all HUD
regulations for a period of twenty years after the last disbursement of CFP
assistance for modernization activities for any public housing or portion thereof
and for a period of forty years after the last distribution of CFP assistance for
development activities for any public housing and for a period of ten years
following the last payment of assistance from the Operating Fund to the PHA.
However, the provisions of Section 7 of the ACC shall remain in effect for so
long as HUD determines there is any outstanding indebtedness of the PHA to
HUD which arose in connection with any development(s) under the ACC(s)
and which is not eligible for forgiveness, and provided further that, no
disposition of any development covered by this amendment shall occur unless
approved by HUD.

6. The PHA will accept all CFP assistance provided for this FY. If the PHA
does not comply with any of its obligations under this Amendment and does
not have its Annual PHA Plan approved within the period specified by HUD,
HUD shall impose such penalties or take such remedial action as provided by
law. HUD may direct the PHA to terminate all work described in the Capital
Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall
only incur additional costs with HUD approval.

7. Implementation or use of funding assistance provided under this
Amendment is subject to the attached corrective action order(s).

(mark one) : ☒ Yes ☐ No

8. The PHA acknowledges its responsibility for adherence to this Amendment.

U.S. Department of Housing and Urban Development
By _____ Date: 8/3/11

Title Eric A. Bickley
Director

Public Housing Program Center
Previous versions obsolete

PHA Executive Director

By Marvin Stephens
Title Executive Director

Date: 08/01/2011

form HUD-52840-A 03/04/2003